



Braintree Town Council

ORDER NO: 16 040

DATE FILED: AUGUST 9, 2016

REQUEST OF: THE MAYOR

UPON THE REQUEST OF HIS HONOR, THE MAYOR, THE TOWN OF BRAINTREE, THROUGH THE BRAINTREE TOWN COUNCIL, IT IS SO ORDERED:

TERMINATION OF SEWER EASEMENT AND GRANT OF UTILITY EASEMENT

2001 Washington Street, Braintree Massachusetts

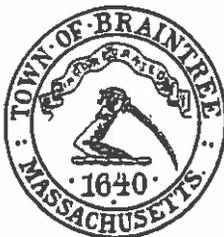
Reference is hereby made to certain parcels of land located at 2001 Washington Street, Braintree, Massachusetts owned by 2001 Washington Street LLC, a Massachusetts limited liability company with a business address of 35 Fay Street, Unit E-107B, Boston, MA 02118, as evidenced by a certain deed dated November 15, 2013, and recorded with Norfolk County Registry of Deeds in Book 31906, Page 415 (hereinafter referred to as the "Premises"). Further reference is hereby made to that certain easement granted by the County of Norfolk to the Town of Braintree, dated December 7, 1977, and recorded with the Norfolk County Registry of Deeds in Book 5414, Page 631, and shown on a certain plan of land dated November 17, 1977, recorded with Norfolk County Registry of Deeds as Plan No. 1046 of 1977, which easement was granted to the Town of Braintree for constructing, maintaining and operating a sewer system servicing property located on Division Street in Braintree, Massachusetts (hereinafter referred as the "Sewer Easement").

WHEREAS, 2001 Washington Street LLC has performed certain improvements located at the Premises; and

WHEREAS, in order to accommodate such improvements, the Town of Braintree has agreed to terminate all right, title and interest in the Sewer Easement; and

WHEREAS, the parties have agreed to enter into this Agreement for the purpose of terminating all interests of and to the Sewer Easement, and to establish a new grant of easement to the Town of Braintree within said Premises, as described below;

NOW THEREFORE, for good and valuable consideration of ten dollars \$10.00, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows.



Braintree Town Council

ORDER NO: 16 040

PAGE 2 OF 4

1. The Town of Braintree, on behalf of itself, and all successors and assigns, (the "Town of Braintree") does hereby permanently terminate all of its right, title and interests to and from the Sewer Easement, intending to, and hereby extinguishing and abandoning, all rights to such Sewer Easement. The location of the Sewer Easement being abandoned is shown on that certain plan recorded herewith, entitled "Utility and Access Easements Plan of Land, 2001 Washington Street, Braintree, Massachusetts, dated May 2, 2016, prepared by Dana F. Perkins, Inc., Consulting Engineers and Land Surveyors, 1049 East Street, Tewksbury, Massachusetts, 01876", (the "Plan") and is labelled on such Plan as the "SEWER EASEMENT TO BE ABANDONED".

2. The 2001 Washington Street LLC, in consideration of the abandonment of the Utility Easement, as stated above in Section 1 of this agreement, does hereby grant a perpetual, non-exclusive, twenty (20') foot wide utility easement to the Town of Braintree, the location of such easement is shown on said Plan and labeled thereon as "Utility Easement – 20' Wide Easement Area = 13,713 sf +/-". Such easement shall be used solely for constructing, maintaining, repairing, replacing and removing the existing and future underground utility lines, pipes, wires, ducts, conduits, and connections and facilities, and all appurtenances thereto, of every kind and nature, for the purpose of providing water, drainage, gas, electrical and/or other utility services and/or sanitary sewer services to properties located on or near Division Street in Braintree Massachusetts, (hereinafter referred to as the "Utility Easement").

3. The Town of Braintree hereby acknowledges and agrees that it is perpetually obligated to maintain, repair and replace the Utility and/or utility connections, piping, conduit and/or equipment and apparatus installed within the Utility Easement area and/or pursuant to this grant, and shall at all times maintain such connections in good working order and repair. The above Utility Easement is also expressly granted with the obligation on the part of the Town of Braintree to: (a) repair, at its own cost, any damage to the Premises or improvements thereon, arising from such exercise of any and all rights granted in this agreement; (b) if such right or exercise requires excavation of any portion of any area within the Utility Easement, the Town of Braintree must: i) provide reasonable advance written notice to the then owner of the Premises prior to commencing such excavation, and ii) to restore, at its own cost, the surface of the Premises to the same condition thereof as immediately prior to such excavation, only at such times and in such manner, as to avoid unreasonable interruption in the then owner's use and enjoyment of the Premises, as the case may be; and (c) to comply with all applicable laws, statutes, regulations and ordinances now or hereafter in effect pertaining to the Premises.



Braintree Town Council

ORDER NO: 16 040

PAGE 3 OF 4

4. All notices and other communications hereunder shall be in writing and shall be deemed duly given: (a) when deposited with the U.S. Postal Service and mailed by registered or certified mail, return receipt requested, postage and registration or certification charges prepaid addressed as follows:

If to the Town Of Braintree:

Director of Department of Public Works
Town of Braintree
1 JFK Memorial Drive
Braintree, MA 02184

If to 2001 Washington Street LLC, while said entity owns said Premises (otherwise to the then owner of said Premises):

Douglas A. Troyer, Esq.
Marcus, Errico, Emmer & Brooks, P.C.
45 Braintree Hill Office Park, Suite 107
Braintree, MA 02184
dtroyer@meeb.com
Telephone: (781) 843-5000
Fax: (781) 843-1529

or (b) upon actual delivery when delivered by hand during usual business hours addressed to the same parties specified in subparagraph (a) above, except that either party may by written notice to the other designate another address which shall thereupon become the effective address of such party for the purposes of this paragraph.

5. To the extent necessary to effectuate the extinguishment of the Sewer Easement, and effectuate the grant of the Utility Easement, each of the parties hereto shall execute such other documents as may reasonably be required by the other party hereto, for the purpose of further implementing, evidencing and confirming the rights, easements and agreements which are the subject hereof.



Braintree Town Council

ORDER NO: 16 040

PAGE 4 OF 4

6. This agreement, including all rights, benefits, easements, covenants, agreements and obligations hereunder, shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns.

7. This agreement shall not be modified, amended or otherwise changed without the express written consent of the each of the parties.

8. The laws of the Commonwealth of Massachusetts shall govern the validity, interpretation, construction and performance of this Agreement.

YEAS: Bowes, Clifford, Hume, Kokoros, Mullaney, O'Brien, Owens, Powers, Ryan

NAYS: NONE

ABSENT: NONE

PASSED IN COUNCIL: SEPTEMBER 20, 2016

PRESENTED TO MAYOR: SEPTEMBER 21, 2016

A True Record, Attest:

9-22-16
Date Approved

James M. Casey
James M. Casey, Town Clerk

Joseph C. Sullivan
Joseph C. Sullivan, Mayor

Executed under seal this 13 day of September, 2016.

2001 Washington Street LLC,

By: [Signature]
DEMETRI DRSKO, its MANAGER

COMMONWEALTH OF MASSACHUSETTS

Jwtok, ss.

On this 13 day of September, 2016, before me, the undersigned notary public, personally appeared Demetri Drsko, proved to me through satisfactory evidence of identification, which was trust to be, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed voluntarily for its stated purpose, as Manager, and as the free act and deed of 2001 Washington Street LLC.

[Signature] William J. Koop
Notary Public
My Commission Expires: 11/25/22